

Execution Version

PRIVATE STUDENT LOANS ASSET PURCHASE AGREEMENT
(Servicing Released)

by and among

**CITIBANK, N.A.,
as the Seller,**

**SLF V-2015 TRUST,
as the Buyer,**

[REDACTED]

[REDACTED]

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Dated as of March 26, 2015

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This PRIVATE STUDENT LOANS ASSET PURCHASE AGREEMENT (Servicing Released) (as the same may be amended or otherwise modified from time to time in accordance with the terms hereof, this “Agreement”), dated as of March 26, 2015 (the “Commitment Date”), is entered into by and among Citibank, N.A. (“CBNA”), a national banking association, as the seller (the “Seller”), SLF V-2015 TRUST, a New York common law trust, as the buyer (the “Buyer”), the investors party to this Agreement and listed in Annex I (the “Investors”, and together with the Buyer, the “Buyer Parties”), and [REDACTED] Capitalized terms used but not otherwise defined herein have the meanings set forth in Appendix A to this Agreement.

This PRIVATE STUDENT LOANS ASSET PURCHASE AGREEMENT (Servicing Released) (as the same may be amended or otherwise modified from time to time in accordance with the terms hereof, this “Agreement”), dated as of March 26, 2015 (the “Commitment Date”), is entered into by and among Citibank, N.A. (“CBNA”), a national banking association, as the seller (the “Seller”), SLF V-2015 TRUST, a New York common law trust, as the buyer (the “Buyer”), the investors party to this Agreement and listed in Annex I (the “Investors”, and together with the Buyer, the “Buyer Parties”), and [REDACTED] Capitalized terms used but not otherwise defined herein have the meanings set forth in Appendix A to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CITIBANK, N.A., as the Seller

By: 

Name:

Title:

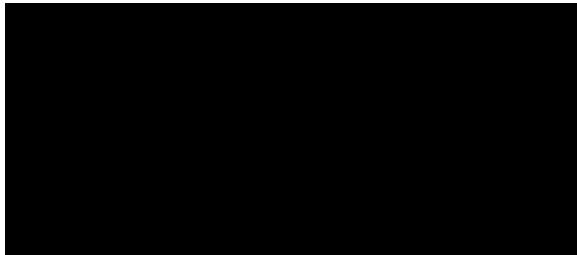
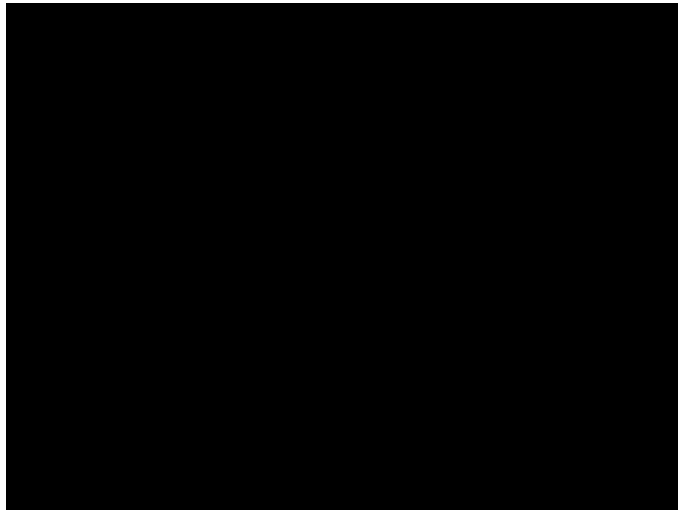
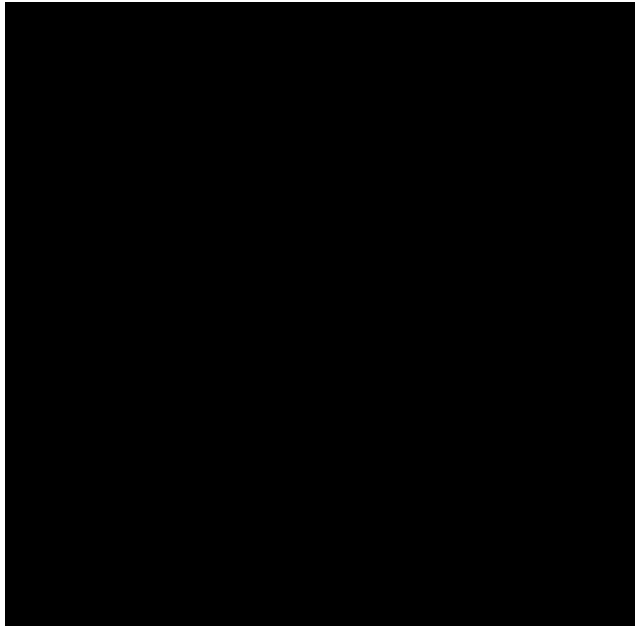
Ricardo Arroyo
Chief Financial Officer
Citibank, N.A.

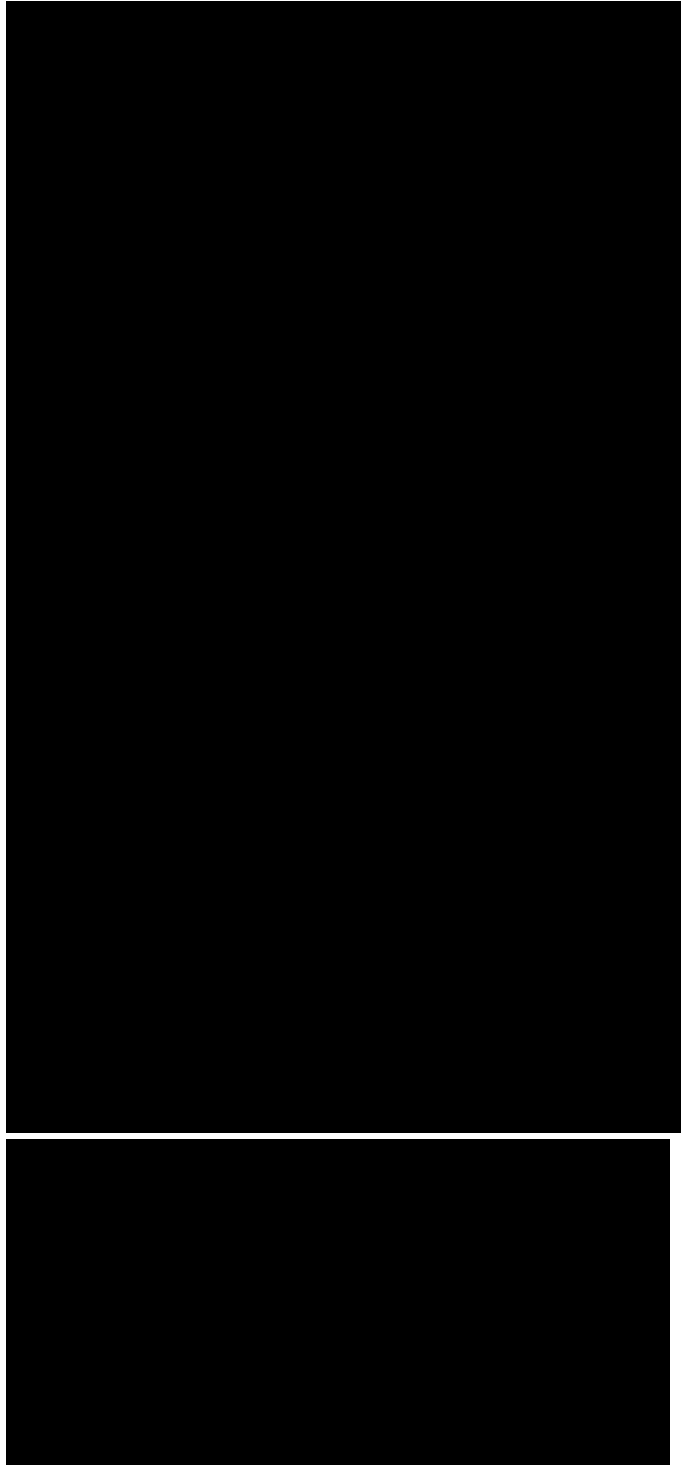
SLF V-2015 TRUST, as the Buyer

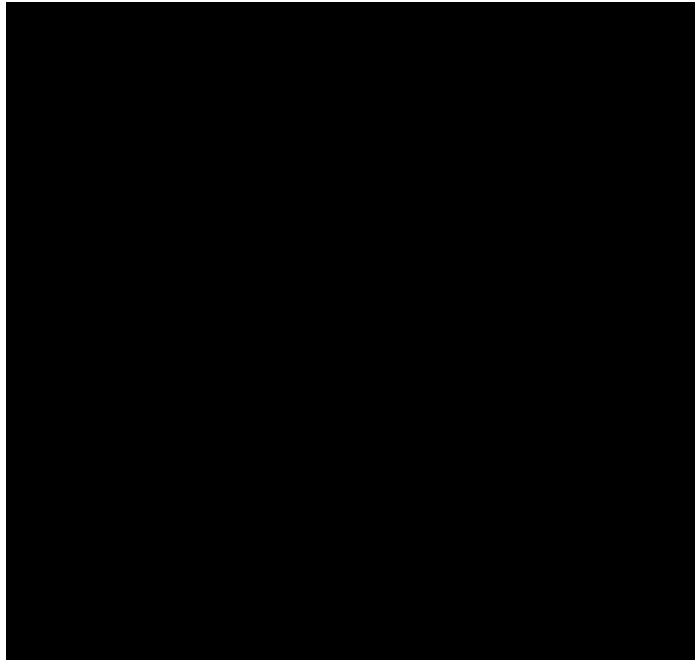
By: THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., not in its individual
capacity but solely as Trustee of SLF V-2015
TRUST

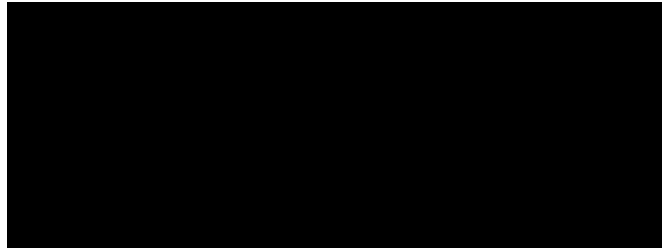
By: 

Name: Linda Wicfel
Title: Vice President









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